



E-rate Rider

ATTACHMENT TO (not applicable) INSERT TITLE OF DOCUMENT WITH DATE LAST SIGNED ("Agreement")
FOR

SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING

This Attachment ("Attachment"), entered into by AT&T DataComm ("AT&T") and City of McAllen/ McAllen Memorial Library ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer has represented that it intends to seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from AT&T of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of AT&T's failure to comply with the E-Rate requirements), then Customer shall reimburse AT&T for any such funds AT&T must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.
2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. AT&T will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.
4. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

CONFIDENTIAL INFORMATION

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and is not for general distribution within or outside the companies.*



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6. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

Customer Must Choose A or B

A.) ☐ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

1. Scope: Customer desires that Services commence on or about insert date. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

B.) ☒ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

1. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination: If a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s), shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

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3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

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Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

Billed Entity Application Reimbursement ("BEAR") – Form 472:

Customer agrees to submit to AT&T complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN") being submitted on that Form 472. AT&T cannot ensure that the Form 472 will be reviewed prior to the deadline if not received at least five (5) business days prior. Upon receipt of USAC/SLD check in the amount of the certified Form 472, AT&T will remit payment to Customer within twenty (20) business days after receipt of payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

Service Provider Invoice form - ("SPI") – Form 474:

After AT&T has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, AT&T will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by AT&T associated with this process.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

☐ THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

City of McAllen/McAllen Memorial Library	List AT&T party from Agreement ("AT&T")
CUSTOMER LEGAL BUSINESS NAME	AT&T Signature: <i>[Signature]</i>
Customer Signature: <i>[Signature]</i>	Print Name: LARRY D. GIBSON
Print Name: Brent Branham	CONTRACT SPECIALIST - CUSTOMER CONTRACTS
Title: Deputy City Manager	Title:
Date: 5-25-10	Date: 5/26/2010

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AT&T Datacomm
 311 S Akard Street, 17th Floor, Room A17
 Dallas, TX 75202
 Phone: (214) 464-1413
 Fax: (214) 853-4762 or (214) 464-1977

AT&T ISE: Teri Maldonado
Tel. Number: 210.633.5590
Inside Sales Wes Bryant
Tel. Number: (214) 464-1413

Prepared by: Wes Bryant, wb9317@att.com

Quote Valid For: 30 Days
Payment Terms: Net 30 Days

Date: Monday, February 1, 2010
To: City of McAllen - McAllen Memorial Library

igamez@mcallen.net

Erate Year 13
Funding Year 2010

Quote#: McAllen Memorial Library x020110b

DIR-SDD-233 must be referenced on the PO before the order can be processed.

Pricing in accordance w/ contract# DIR-SDD-233 between State of Texas, Dept of Information Resources & AT&T Datacomm.

<u>Product Number</u>	<u>Product Description</u>	<u>Qty</u>	<u>List Price</u>	<u>Unit Price</u>	<u>Extended Price</u>
Form 470# 45409000802303					
<u>MDF</u>					
WS-C4506-E	Cat4500 E-Series 6-Slot Chassis, fan, no ps	1	\$4,995.00	\$2,797.20	\$2,797.20
PWR-C45-4200ACV	Catalyst 4500 4200W AC dual input Power Supply (Data + PoE)	1	\$3,995.00	\$2,237.20	\$2,237.20
PWR-C45-4200ACV/2	Catalyst 4500 4200W AC dual input Power Supply (Data + PoE)	1	\$3,995.00	\$2,237.20	\$2,237.20
CAB-US515P-C19-US	NEMA 5-15 to IEC-C19 13ft US	4	\$0.00	\$0.00	\$0.00
S45EIPBK9-12246SG	Cisco CAT4500E IOS IP BASE SSH	1	\$0.00	\$0.00	\$0.00
WS-X45-SUP6-E	Catalyst 4500 E-Series Sup 6-E, 2x10GE(X2) w/ Twin Gig	1	\$19,995.00	\$11,197.20	\$11,197.20
GLC-SX-MM	GE SFP, LC connector SX transceiver	2	\$500.00	\$280.00	\$560.00
WS-X4548-GB-RJ45	Catalyst 4500 Enhanced 48-Port 10/100/1000 Base-T (RJ-45)	1	\$5,495.00	\$3,077.20	\$3,077.20
WS-X4448-GB-SFP	Catalyst 4500 48-Port 1000Base-X (SFPs Optional)	1	\$16,495.00	\$9,237.20	\$9,237.20
GLC-LH-SM	GE SFP, LC connector LX/LH transceiver	4	\$995.00	\$557.20	\$2,228.80
CVR-X2-SFP	Cisco TwinGig Converter Module	2	\$0.00	\$0.00	\$0.00
CON-SNT-C4506E	SMARTNET 8X5XNBD Cat4500 E-Series 6-Slot Chassis, fan, no	1	\$1,848.00	\$0.00	\$0.00
<u>IDF 1</u>					
GLC-SX-MM	GE SFP, LC connector SX transceiver	2	\$500.00	\$280.00	\$560.00
<u>3750 10/100/1000 POE</u>					
WS-C3750G-48PS-S	Catalyst 3750 48 10/100/1000T PoE + 4 SFP + IPB Image	21	\$15,495.00	\$8,677.20	\$182,221.20
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	16	\$0.00	\$0.00	\$0.00
CAB-16AWG-AC	AC Power cord, 16AWG	16	\$0.00	\$0.00	\$0.00
CON-SNT-3750G48P	SMARTNET 8X5XNBD Cat 3750 48 10/100/1000T PoE + 4 S	16	\$919.00	\$0.00	\$0.00
GLC-SX-MM	GE SFP, LC connector SX transceiver	12	\$500.00	\$280.00	\$3,360.00
<u>Access Points - Internal</u>					
AIR-LAP1142N-A-K9	802.11a/g/n Fixed Auto AP; Int Ant; FCC Cfg	10	\$1,299.00	\$727.44	\$7,274.40
S114RK9W-12418JA	Cisco 1140 Series IOS WIRELESS LAN LWAPP RECOVERY	10	\$0.00	\$0.00	\$0.00
CON-SNT-1142NAK	SMARTNET 8X5XNBD 802.11a/g/n Fixed Unified AP; Int Ant	10	\$104.00	\$0.00	\$0.00
<u>WLC- 25</u>					
AIR-WLC4402-25-K9	4400 Series WLAN Controller for up to 25 Lightweight APs	1	\$14,395.00	\$8,061.20	\$8,061.20
AIR-PWR-CORD-AP	AIR Line Cord Asia Pacific (APAC)	1	\$0.00	\$0.00	\$0.00
SWL4400K9-42	Cisco Unified WLAN Controller SW Release 4.2 - MD	1	\$0.00	\$0.00	\$0.00
SWL4400K9-42-ER	Cisco Unified WLAN Controller Emergency SW Release 4.2	1	\$0.00	\$0.00	\$0.00
CON-SNT-WC440225	SMARTNET 8X5XNBD 4402-25 WLAN Controller	1	\$1,152.00	\$0.00	\$0.00
WCS-PLUS-UPG-K9	Family SKU for WCS PLUS Upgrade License Products	1	\$0.00	\$0.00	\$0.00
WCS-PLUS-UPG-100	Cisco WCS PLUS Upgrade License for 100 APs. Winows/Linux	1	\$5,720.00	\$3,203.20	\$3,203.20
CON-SAU-WCSPU100	SW APP SUPP + UPGR Cisco WCS PLUS Upgra	1	\$1,144.00	\$0.00	\$0.00
CON-SAU-WCSPUK9	SW APP SUPP + UPGR Family SKU for WCS P	1	\$0.00	\$0.00	\$0.00
<u>Access Points - External</u>					
AIR-LAP1522AG-A-K9	802.11a,b/g Outdoor Mesh AP, FCC Cfg	4	\$3,999.00	\$2,239.44	\$8,957.76
AIR-ANT2450V-N	2400-2483.5 MHz, 5.0 dBi Omni Ant. with N Connect	12	\$159.00	\$89.04	\$1,068.48
AIR-ANT5180V-N	4900-5850 MHz, 8.0 dBi Omni with N Connect	12	\$249.00	\$139.44	\$1,673.28

SWLAP1520-IOS-K9	1520 Series AP Software Image - IOS	4	\$0.00	\$0.00	\$0.00
CON-SNT-LAP152AA	SMARTNET 8X5XNBD 802.11a,b/g Outdoor Mesh AP, FCC Cfg	4	\$320.00	\$0.00	\$0.00
AIR-ACCPMK1520=	1520 Series Pole Mount Kit	3	\$129.00	\$72.24	\$216.72
AIR-PWRINJ1500-2=	1520 Series Power Injector	1	\$249.00	\$139.44	\$139.44
AIR-ACCSMK1520=	1520 Series Strand Mount Kit	1	\$129.00	\$72.24	\$72.24
AIR-PWR-ST-LT-R3P=	1520 Series Street Light Power Tap, 4 ft.	3	\$249.00	\$139.44	\$418.32

ASA Firewall

ASA5520-BUN-K9	ASA 5520 Appliance with SW, HA, 4GE+1FE, 3DES/AES	1	\$7,995.00	\$4,477.20	\$4,477.20
CAB-AC	Power Cord, 110V	1	\$0.00	\$0.00	\$0.00
SF-ASA-8 0-K8	ASA 5500 Series Software v8.0	1	\$0.00	\$0.00	\$0.00
SSM-4GE	ASA 5500 4-Port Gigabit Ethernet SSM (RJ-45+SFP)	1	\$5,000.00	\$2,800.00	\$2,800.00
ASA-VPN-CLNT-K9	Cisco VPN Client Software (Windows, Solaris, Linux, Mac)	1	\$0.00	\$0.00	\$0.00
ASA5520-VPN-PL	ASA 5520 VPN Plus 750 Peer License	1	\$0.00	\$0.00	\$0.00
ASA5500-ENCR-K9	ASA 5500 Strong Encryption License (3DES/AES)	1	\$0.00	\$0.00	\$0.00
ASA-180W-PWR-AC	ASA 180W AC Power Supply	1	\$0.00	\$0.00	\$0.00
ASA-ANYCONN-CSD-K9	ASA 5500 AnyConnect Client + Cisco Security Desktop Software	1	\$0.00	\$0.00	\$0.00
CON-SNT-AS2BUNK9	SMARTNET 8X5XNBD ASA5520 w/300 VPN Prs, 4GE+1FE,3DES/AES	1	\$959.00	\$0.00	\$0.00

VOICE Gateway / Router

CISCO2851-CCME/K9	2851 Voice Bundle w/ PVD2-48, FL-CCME-100, SP Serv, 128F/256D	1	\$8,595.00	\$4,813.20	\$4,813.20
CAB-AC	Power Cord, 110V	1	\$0.00	\$0.00	\$0.00
PWR-2821-51-AC-IP	Cisco 2821/51 AC/IPS power supply	1	\$485.00	\$271.60	\$271.60
MEM2851-256U512D	256 to 512MB DDR DRAM factory upgrade for the Cisco 2851	1	\$0.00	\$0.00	\$0.00
MEM2800-128U256CF	128 to 256 MB CF Factory Upgrade for Cisco 2800 Series	1	\$300.00	\$168.00	\$168.00
PVD2-48U64	PVD2 48-Channel to 64-Channel Factory Upgrade	1	\$750.00	\$420.00	\$420.00
PVD2-64	64-Channel Packet Voice/Fax DSP Module	1	\$3,200.00	\$1,792.00	\$1,792.00
VIC-4FXS/DID	4 port FXS or DID VIC	1	\$800.00	\$448.00	\$448.00
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	1	\$800.00	\$448.00	\$448.00
VWIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	1	\$2,000.00	\$1,120.00	\$1,120.00
S28NSPSK9-12415T	Cisco 2800 SP SERVICES	1	\$0.00	\$0.00	\$0.00
FL-CCME-100	Feat Lic Communications Manager Express Up To 100 Users	1	\$0.00	\$0.00	\$0.00
ROUTER-SDM-CD	CD for SDM software	1	\$0.00	\$0.00	\$0.00
ACS-2821-51-STAN	Cisco 2821/51 Standard Accessory Kit	1	\$0.00	\$0.00	\$0.00
CON-SNT-C2851CCM	SNT 8X5XNBD + SAU 2851 Voice Bundle	1	\$876.00	\$0.00	\$0.00

2801 Routers

CISCO2801-CCME/K9	2801 Voice Bundle w/ PVD2-8, FL-CCME-25, SP Serv, 128F/256D	2	\$3,095.00	\$1,733.20	\$3,466.40
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	2	\$800.00	\$448.00	\$896.00
VIC-4FXS/DID	4 port FXS or DID VIC	2	\$800.00	\$448.00	\$896.00
CAB-AC	Power Cord, 110V	2	\$0.00	\$0.00	\$0.00
PVD2-32	32-Channel Packet Voice/Fax DSP Module	2	\$1,600.00	\$896.00	\$1,792.00
MEM2800-64U128CF	64 to 128 MB CF Factory Upgrade for Cisco 2800 Series	2	\$0.00	\$0.00	\$0.00
MEM2801-128U384D	128 to 256MB SODIMM DRAM factory upgrade for the Cisco 2801	2	\$0.00	\$0.00	\$0.00
S280SPSK9-12415T	Cisco 2801 IOS SP SERVICES	2	\$0.00	\$0.00	\$0.00
PWR-2801-AC	Cisco 2801 AC power supply	2	\$305.00	\$170.80	\$341.60
PVD2-8	8-Channel Packet Voice/Fax DSP Module	2	\$0.00	\$0.00	\$0.00
FL-CCME-25	Feat Lic Communications Manager Express Up To 25 Users	2	\$0.00	\$0.00	\$0.00
ROUTER-SDM-CD	CD for SDM software	2	\$0.00	\$0.00	\$0.00
ACS-2801-STAN	Cisco 2801 Standard Accessory Kit	2	\$0.00	\$0.00	\$0.00
CON-SNT-C2801CCM	SNT 8X5XNBD + SAU 2801 Voice Bundle	2	\$378.00	\$0.00	\$0.00

Professional Services (Cisco Equipment)
- Staging, Installation Configuration, Rack and Stack

Project Management

1	\$7,289.16	\$7,289.16
1	\$5,574.73	\$5,574.73

Total \$287,812.13

Form 470# 454090000802298

Cabling Materials for Data Drops, Communication Rooms and Fiber Backbone	1	\$223,326.85	\$223,326.85
Labor	1	\$85,517.76	\$85,517.76

	Project Management	1	\$5,574.73	\$5,574.73
Data Drops	CAT-6 UTP 4 Pair (Blue Sheath)	300,000		
	Category 6 Data Jack Blue	1000		
	2 Port Tracjack Faceplate Fog white	500		
	Clarity 6 48 Port patch panels	21		
	Category 6 9ft patch cables	1000		
	Category 6 5ft patch cables	1000		
Communication Room	NetShelter SX 42 U 600mm WideX 1070mm deep enclosure	3		
	NetShelter SX 42 U 750mm WideX 1070mm deep enclosure	4		
Fiber Backbone	6 Strand 50 micron MM Fiber, Plenum Armoredv10G	500		
	Rack Mount Fiber Optic Enclosure 1RU	2		
	6 Pack SC Adapter Panel SM (12 Ports)	2		
	1 meter fiber jumpers MM 50 micron SC TO SC 10G	4		
	SC Connectors SM	12		
	J-hooks	30		
Communication Room	7 FT Equipment Rack Brushed aluminum	3		
	7 FT 4- Post Equipment Rack	1		
	Double sided wide vertical cabling section (6"Wx12.75"D)	4		
	Rack cabling manager (2RMU,3Hx1.6"d-rings)	4		
	Runway Radius drop, cross member	3		
	12 Wall angle bracket	2		

Total	\$314,419.34
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Quote valid for 30 days from Quote Date

Terms: Net 30, subject to credit approval

F.O.B. SHIP.PT., PPD/CHARGE

Shipment note: Order acceptance based upon prior credit approval

Prices will be those in effect at time of shipment unless otherwise stated.

Please inspect equipment thoroughly against packing list before opening. Opened product is non-returnable.

Unopened equipment is non-returnable after 30 days from shipment.

Verify that contents are those listed on packing slip before opening.

Products received by customer in conformity with the packing slip must be inspected immediately.

All returns subject to manufacturer's terms and conditions.

Return authorization by AT&T required prior to return.

Returns subject to AT&T Terms & Conditions. Restocking charges may apply.

Remit to:
AT&T Datacomm
P.O. Box 8104
Aurora, IL 60507-8104

ATTACHMENT 4



Schools and Libraries Division

Jul 09, 2010

Jose A. Gamez
MCALLEN MEMORIAL LIBRARY
Telephone:
Application Number

(956) 6883300
763740, 768260, 768378, 768489

Response Due Date: 07/24/2010

The Program Integrity Assurance (PIA) team is in the process of reviewing all Funding Year 2010 Form 471 Applications for schools and libraries discounts to ensure that they are in compliance with the rules of the Universal Service program. We are currently in the process of reviewing your Funding Year 2010 Form 471 Application. To complete our review, we need some additional information. The information needed to complete the review is listed below.

1. Based on the documentation that you have provided, we intend to modify application **763740**, FRN **2069305** to **change the Contract Award Date. The Contract Award Date** has been changed from **02/19/2010** to **05/25/2010**.

We are providing you with an opportunity to confirm that your original response(s) is correct. Please confirm that this change(s) listed above should be undertaken.

☒ Yes or ☐ No.

If the FRN should not be modified and you have alternative information, please provide the supporting documentation dated on or before February 19, 2010.

If you fail to respond to this email within 15 days, we will perform the action(s) listed above.

2. Based on the documentation that you have provided, we intend to modify application **7682600**, FRN **2077819** to **change the Contract Award Date. The Contract Award Date** has been changed from **02/19/2010** to **05/25/2010**.

We are providing you with an opportunity to confirm that your original response(s) is correct. Please confirm that this change(s) listed above should be undertaken.

☒ Yes or ☐ No.

If the FRN should not be modified and you have alternative information, please provide the supporting documentation dated on or before February 19, 2010.

If you fail to respond to this email within 15 days, we will perform the action(s) listed above.

3. Based on the documentation that you have provided, we intend to modify application **768378, FRN 2078248** to **change the Contract Award Date. The Contract Award Date** has been changed from **02/19/2010** to **05/25/2010**.

We are providing you with an opportunity to confirm that your original response(s) is correct. Please confirm that this change(s) listed above should be undertaken.

☒ Yes or ☐ No.

If the FRN should not be modified and you have alternative information, please provide the supporting documentation dated on or before February 19, 2010.

If you fail to respond to this email within 15 days, we will perform the action(s) listed above.

4. Based on the documentation that you have provided, we intend to modify application **768489, FRN 2078524** to **change the Contract Award Date. The Contract Award Date** has been changed from **02/19/2010** to **05/25/2010**.

We are providing you with an opportunity to confirm that your original response(s) is correct. Please confirm that this change(s) listed above should be undertaken.

☒ Yes or ☐ No.

If the FRN should not be modified and you have alternative information, please provide the supporting documentation dated on or before February 19, 2010.

If you fail to respond to this email within 15 days, we will perform the action(s) listed above.

Please fax or email the requested information to my attention. If you have any questions or you do not understand what we are requesting, please feel free to contact me.

It is important that we receive all of the information requested **within 15 calendar days** so we can complete our review. **Failure to respond may result in a reduction or denial of funding. If you need additional time to prepare your response, please let me know as soon as possible.**

Should you wish to cancel your Form 471 application(s), or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s). Include in any cancellation request the Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Thank you for your cooperation and continued support of the Universal Service Program.

Dusan Stamenkovic

PIA Cost Effectiveness Reviewer

Phone: 973-581-5259

Fax: 973-599-6513

E-mail: dstamen@sl.universalservice.org

Thank you for cooperation and continued support of the Universal Service Program.

Sincerely,

Dusan Stamenkovic


Cost Effectiveness Reviewer

Phone: 973-581-5259




Fax: 973-599-6513

E-mail: dstamen@sl.universalservice.org

ATTACHMENT 5

 Attachments can contain viruses that may harm your computer. Attachments may not display correctly.

Jose A. Gamez

From: Jose A. Gamez **Sent:** Sun 8/21/2011 12:12 PM
To: Ortegon, Jacqueline
Cc:
Subject: RE: REMINDER: E-rate Application Number:768489 FY2010 V. Doc, disc & 29b
Attachments:  1 TX ST Lib E-Rate Discount Matrix.docx(277KB)  2 2009-2010 PEIMS Fall Eco Dis Adv Report.pdf(155KB)  3 PIA Contract Date.pdf(732KB)

Jacqueline,

Please see my responses inserted below in Green Letters.

I apologize for the delay in my response. Your requests arrived at a crucial time in the library construction. My time and attention was required on several time sensitive projects.

Jose Alfonso Gamez, MLIS

Library Director, McAllen Memorial Library
 Office 956.688.3300, Fax 956.688.3301, Cel 956.451.9405

From: Ortegon, Jacqueline [mailto:JORTEGO@sl.universalservice.org]
Sent: Fri 7/29/2011 8:26 AM
To: Jose A. Gamez
Subject: REMINDER: E-rate Application Number:768489 FY2010 V. Doc, disc & 29b

Still waiting on your reply for my request of Monday, July 18, 2011 1:55 PM in order to complete your FY2010 E-rate application, thanks..

Jacqueline V. Ortegon

Jackie - Associate Manager

Program Integrity Assurance - (PIA)

Schools & Libraries Division (SLD)

 Tel: (973) 581-5369

 Fax: (973) 599-6538

 Email: jortegon@sl.universalservice.org

Confidentiality Notice: The information in this e-mail and any attachments thereto is intended for the named recipient(s) only.

*This e-mail, including any attachments, may contain information that is privileged and confidential and subject to legal restrictions and penalties regarding its unauthorized disclosure or other use. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action or inaction in reliance on the contents of this e-mail and any of its attachments is **STRICTLY PROHIBITED**. If you have received this e-mail in error, please immediately notify the sender via return e-mail; delete this e-mail and all attachments from your e-mail system and your computer system and network; and destroy any paper copies you may have in your possession. Thank you for your cooperation.*

From: Ortegon, Jacqueline
Sent: Monday, July 18, 2011 1:55 PM
To: 'jgamez@mcallen.net'
Subject: E-rate Application Number:768489 FY2010 V. Doc, disc & 29b
Importance: High

I.

Based on our review of your FY2010 Form 471 #768489, for FRN(s) 2078524, the documentation you provided in your Item 21 Attachments was not sufficient enough to allow us to determine the eligibility of your request(s).

In order to assist in completing the review of your Form 471, please provide the vendor documentation of the following equipment for which you are seeking funding:

network cabling for 120,000 sq. ft. new main library

AT&T Datacomm, Inc.

311 S. Akard Street, 17th Floor, Room

Dallas, TX 75202

Phone (214) 464-1413

SPIN: 143004812

II.

Based upon review of your FY2010 Form 471 application, we were not able to validate your requested discount percentage of 80% for MCALLEN MEMORIAL LIBRARY. In order to validate this discount percentage, please provide third-party verification of the total student enrollment and total number of students who meet the income eligibility guidelines for participation in the National School Lunch Program (NSLP) for the McAllen Independant School District, in which you indicated your library is geographically located.

The third-party documentation must be dated prior to or on the Form 471 window close date in order for USAC to consider it. This information may be obtained from an official state report or web site, or it may be in the form of a letter signed by the Superintendent or chief school official of the school district in which the library is located.

Please refer to the USAC website for additional guidance on calculating your discount level at <http://www.usac.org/sl/applicants/step05/>

The Texas State Library has a page listing E-rate discount percentages for Texas Public Libraries at:

<http://www.tsl.state.tx.us./ld/funding/discount.html>. Please see attachment: **1_TX ST Lib E-Rate Discount Matrix** for screenshot which show the discount for McAllen Memorial Library at 80%.

Also, McAllen Independant School District provided the Public Education Information Management System (PEIMS) report tabulating economically disadvantaged students. Please see attachement: **2_2009-2010 PEIMS Fall Eco Dis Adv Report** which shows a 64% total of students eligible for the National School Lunch Program which rates an 80% discount in the E-rate matrix.

III.

Based upon our review of your FY2010 Form 471 application **768489**, it appears that FRN **2078524** is a request for services being provided under contract. The rules of this Program require that a signed and dated contract with the service provider be in place at the time of the submission of the FCC Form 471 certification.

For **FRN #2078524**, please provide a copy of the contract, signed and dated by the applicant, to verify the Contract Award Date ("CAD"). Failure to provide a signed and dated contract may be cause for denial.

If the contract for the above services is a State Master Contract, you do not have to submit a copy of the signed contract if that contract is available online or has already been submitted to PIA, in connection with the review of another Form 471 application. However, please provide us with the State Master Contract name and number.. If you have already submitted the relevant contract information in connection with another form 471 application review, please provide the FCC Form 471 application number that was involved so we can locate the relevant contract in our files.

State of Texas, Department of Information Resources & AT&T Datacomm: DIR-SDD-233

In some states, signed and dated contracts are not required under state law or local procurement regulations. If the entity receiving the services under this FRN is located in such a state, please provide supporting documentation demonstrating that this state's contract laws or the entity's local procurement regulations do not require signed and dated contracts. A letter from your state procurement office, a copy of your state's contract laws, or a copy of your local procurement regulations are examples of supporting documentation.

To further assist us in reviewing your Form 471 application, please also answer the following questions:

Is the Form 470 # 234160000802298 referenced on your FY2011 Form 471 application # 768489 the Form 470 that established the bidding process for the services associated with Funding Request Number(s) (FRN) 2078524? Yes or No.

YES

If No, please provide the following information:

- Please provide the 15-digit Form 470 Number that established the bidding process for the FRN(s). The establishing Form 470 is the specific Form 470 which was posted to the USAC website for a period of 28 days for that particular service and pursuant to which a contract was signed or an agreement was entered into. If the Form 470 has not been certified please include a copy of the signed Form 470 Certification page with your response. Failure to provide a copy of the signed Form 470 Certification page will result in a denial of your funding request.

If Yes, answer the following question:

- You indicated in Block 5, Item 18, of your Form 471 that the Contract Award Date (CAD) for these services was 5/25/2010. Was the incorrect Contract Award Date entered at the time the FCC Form 471 was completed? **Yes or No.**

NO, please see attachment: 3_PIA Contract Date authorizing CAD change from 02/19/2010 to 05/25/2010.

If Yes, please provide the following information:

- Provide the correct Contract Award Date.

Along with your supporting documentation, please complete and include the Certification below:

CERTIFICATION

I certify that I am authorized to make the representations set forth below on behalf of **MCALLEN MEMORIAL LIBRARY**, the entity represented on this letter, and am the most knowledgeable person with regard to the information set forth herein. I certify that the contract referenced for Funding Request Number(s) (FRNs) **2078524**, meets my state or local procurement regulations or rules. The Contract Award Date ("CAD") is **5/25/2010** as reflected on the supporting documentation for this contract. I acknowledge that false statements can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act. I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the Program.

I declare under penalty of perjury that the foregoing is true and correct. Executed on 21 day of August, 2011 at McAllen, Texas.

Signed  Date 8-21-11

Print Name Jose A. Gamez

Title Library Director

Employer City of McAllen

Telephone Number 956-688-3300

E-mail Address jgamez@mcallen.net

Address 601 N. Main St.

McAllen, TX

If you are not able to provide these supporting documents, you must instead provide a contract that is signed and dated by the applicant.

For further guidance regarding CADs, please refer to the Schools and Libraries Division website at: Step 4: Select a Service Provider at www.usac.org/sl/applicants/step04/default.aspx.

Jacqueline V. Ortegon

ATTACHMENT 6



December 9, 2010

RICHARD F. CORTEZ, Mayor
HILDA SALINAS, Mayor Pro-Tem and Commissioner District 3
AIDA RAMIREZ, Mayor Pro-Tem and Commissioner District 4
SCOTT C. CRANE, Commissioner District 1
MARCUS C. BARRERA, Commissioner District 2
JOHN J. INGRAM, Commissioner District 5
JIM DARLING, Commissioner District 6

MIKE R. PEREZ, City Manager

Brenda L. Monteith
AT&T
1010 N. St. Mary's Rm. 840
San Antonio, TX 78215

CERTIFIED MAIL
7010 1870 0000 7288 7671

RE: Service Contract – E-Rate Services Technology Infrastructure
Project No. 12-10-S21-01

Ms. Monteith,

This letter serves to officially inform you that the City of McAllen has awarded your company the above referenced Service Contract.

Contract terms and conditions shall be as per your Proposal dated October 15, 2010 (Quote #GBS129250-01) and DIR Contract #DIR-SDD-232. Kindly use Purchase Order #28878 (copy attached) when invoicing the City of McAllen.

Please be advised that a properly executed Certificate of Insurance must remain in effect for the duration of the contract.

Kindly coordinate this project with Jose A. Gamez, Library Director, or his designated representative, by calling (956) 688-3300 and/or with Rudy M. Juarez, Project Manager, or his designated representative, by calling (956) 681-1123.

I would like to take this opportunity to thank you for your participation in our project and for your interest in our great City of McAllen.

If any additional information is needed, please call me at (956) 681-1130.

Respectfully,

Sandra Zamora, CPM
Director of Purchasing & Contracting

SZ/crq

Attachment: PO #28878

xc: Jose A. Gamez, Library Director
Belinda Mercado, IT Director
Rudy M. Juarez, Project Manager

DATE	12/07/2010	FINANCE VENDOR NO.	113347
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PURCHASE ORDER

NUMBER 00028878

PAGE # 1 of 2

Printed 12/09/2010

VENDOR	013057 AT&T DATACOMM 311 SAKARD ST 17TH FLOOR, ROOM A17 DALLAS TX 75202
SHIP TO	INFORMATION TECHNOLOGY-CITY HALL 1300 HOUSTON AVENUE MCALLEN TX 78501

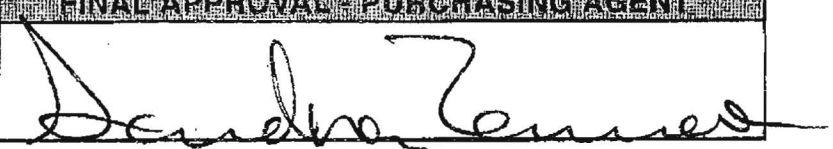
CITY OF McALLEN
P O BOX 220
McALLEN TX 78505-0220

VENDOR NOTE

INVOICE IN DUPLICATE TO ABOVE ADDRESS
FEDERAL, STATE, LOCAL AND USE TAXES
ARE NOT APPLICABLE TO THIS PURCHASE
WHICH IS FOR THE EXCLUSIVE USE OF
CITY OF McALLEN

DELIVER BY: DEPT IS TO COORD SERVICES

ITEM NO	QUANTITY	COMMODITY NO. STOCK NUMBER CLASS ITEM	CONTRACT # DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
		PROJECT NO. 12-10-S21-01 E-RATE SERVICES TECHNOLOGY INFRASTRUCTURE - MCALLEN LIBRARY AS PER QUOTATION #GBS129250-01 LIBRARY PROJECT E-RATE YEAR 13 FUNDING YEAR 2010 DIR-SDD-232 FORM 470 454090000802298			
1	1 EA	206-14 MATERIALS		\$184,191.00	\$184,191.00
2	1 EA	920-31 INSTALLATION LABOR		\$117,490.00	\$117,490.00
3	1 EA	920-31 ENGINEERING/ADMIN		\$5,575.00	\$5,575.00
		(INFORMATION TECHNOLOGY C/O MCALLEN LIBRARY) DIR-SDD-232 THE CITY OF MCALLEN WILL EXECUTE PAYMENT BY MAIL IN ACCORDANCE WITH THE STATE OF TEXAS PAY LAW 30 DAYS AFTER EQUIPMENT HAS BEEN RECEIVED AND FOUND TO MEET THE CITY OF MCALLEN SPECIFICATIONS. NO OTHER METHOD OF PAYMENT WILL BE CONSIDERED. (NET 30 DAYS) (THIS CLAUSE SHALL SUPERCEDE A T & T DATACOMM TERMS & CONDITIONS OF EQUIPMENT AND SERVICES SALE AGREEMENT)			
TOTAL					\$307,256.00

DATE	APPROVED FOR PAYMENT	FINAL APPROVAL - PURCHASING AGENT
THIS A PARTIAL PAYMENT?		
YES NO		

NOTICE City or its duly authorized agent shall have access to any books, documents, papers, and records of vendor for purpose of making an audit if there is suspicion of any irregularities involving vendor or his agent.

ORIGINAL - VENDOR COPY

V
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H
T
I
O
P

013057
AT&T DATACOMM
311 S AKARD ST
17TH FLOOR, ROOM A17
DALLAS TX 75202

CITY OF McALLEN
P O BOX 220
McALLEN TX 78505-0220

VENDOR NOTE

INVOICE IN DUPLICATE TO ABOVE ADDRESS
FEDERAL, STATE, LOCAL, AND USE TAXES
ARE NOT APPLICABLE TO THIS PURCHASE
WHICH IS FOR THE EXCLUSIVE USE OF
CITY OF McALLEN

DELIVER BY: DEPT IS TO COORD SERVICES

ITEM NO	QUANTITY	COMMODITY NO STOCK NUMBER CLASS ITEM	CONTRACT # DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
		WORKERS COMP INSURANCE IS ON FILE IN PURCHASING & CONTRACTING, EXPIRES: 06-01-11			
		ACCOUNT NUMBER 350-8708-466.66-10	AMOUNT \$307,256.00		
TOTAL					\$307,256.00

DATE	APPROVED FOR PAYMENT	FINAL APPROVAL - PURCHASING AGENT
		
IS THIS A PARTIAL PAYMENT?		
YES NO		